

GENERAL SERVICES ADMINISTRATION
FEDERAL STRATEGIC SOURCING INITIATIVE (FSSI)
OFFICE SUPPLIES BPA SIN 75-200
TERMS AND CONDITIONS

Contract Number – GS-02F-XA013
Contract Period – 6/01/2012 thru 5/31/2013
Contractor: STAPLES INC.
POC: Joe Nagel Email: joe.nagel@staples.com
45 Cedar Lane
Englewood, NJ 07631-4802
Telephone: 800-999-9077 Ext 3587 Fax: 877-337-8531
Company website
www.staples4government.com

INFORMATION FOR CONTRACT ACTIVITIES:
GSA Contracting Officer Responsible for administration of this BPA is:
Michael Cullis
Phone number: 212-264-3561
Fax number 212-264-9759
Email: michael.cullis@gsa.gov

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| <ol style="list-style-type: none">1. <u>Awarded Special Item Number:</u> 75-2002. <u>Maximum Order:</u> \$150,000 USD3. <u>Minimum Order:</u> \$25.00 USD (See Pg 2)4. <u>Geographic Coverage:</u>
The 48 Contiguous States and the District of Columbia, Standard Delivery, Alaska, Hawaii, Puerto Rico and International5. <u>Discounts:</u><ul style="list-style-type: none">• Market Basket Average – 12.52%• General Office Supplies – 13.3%• Paper – 7.3%• Toner – 14.2%• Inkjet – 7.5%6. Standard Delivery 3 to 4 Business Days (See Pg 2)7. <u>Delivery Options:</u>
Standard Delivery: 3 to 4 Business Days
Next Day Delivery: No Fee
Desktop Delivery: No Fee
Secure Desktop Delivery: No Fee
International Delivery: 25%/Additional8. Government purchase cards are accepted below and above the micro-purchase threshold.9. <u>Packing Slip:</u> Contractor shall prepare slip for each order placed under the BPA and provide it with the order. Contractor shall ensure the delivery ticket or packing slip contains the following minimum information (See Pg 2)10. <u>Point of Sale Discount:</u> Customers automatically receive BPA pricing by using GSA SmartPay Card | <ol style="list-style-type: none">11. <u>Return Policy:</u> Contractor shall allow the government to return items in the original packaging and in sellable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee within the 30 days of receipt of the refund12. <u>Restocking Fee:</u> Restocking Fee is capped at no more than 10 % of the item cost when the contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to item condition or contractor error.13. <u>Order Placement:</u> Order placement via phone, fax, e-mail, in-person, or Contractor operated website shall be accepted. It is anticipated that the vast majority of orders will be through DOD E-Mall and GSA Advantage'14. <u>Order Responsiveness:</u> For orders placed electronically, Contractor shall provide the following:<ul style="list-style-type: none">• Electronic acknowledgement within 8 hours to the customer that the order was received;• Electronic acknowledgement within 8 hours of the order being shipped;• Electronic acknowledgement of credit returns or refunds within 48 hours; and• Out-of-stock/backorder notification within 24 hours with follow up telling customer when item will be available |
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Contractor charges an additional 0% for all orders under the BPA minimum order of \$25.00

Customer Service:

Contractor shall provide a customer service center that is operational at a minimum from 9:00 am Central Time to 5:00 pm Monday through Friday, except federal holidays. The hours of operation shall be those of the location of the customers in the 48 contiguous United States, Alaska, Hawaii, and Puerto Rico.

Delivery:

Except when otherwise specified in the order, all orders shall be delivered via ground within the contiguous United States, within three (3) to four (4) business days after receipt of order. Contractors may specify an additional charge for delivery to Alaska, Hawaii, Puerto Rico, or International locations as indicated in their Federal Supply Schedule 75 contract (F-FSS-202-F and F-FSS-202-G). Additionally, Contractors in Pool Two are required, and Contractors in Pools One and Three are permitted, to include overnight, and secure desktop delivery options as well as delivery to Alaska, Hawaii, and International locations.

Freight on Board (FOB Destination):

Contractor must ensure delivery to locations specified by the purchasing agency, including to specific offices or rooms inside large government buildings or facilities, FOB destination.

Packing Slip minimum information:

Name of BPA Contractor

BPA Contract number, order, or call number.

Name of cardholder or government employee/purchaser and activity address;

Date of Purchase;

Itemized list of supplies shipped, including total cost of the order;

Manufacturer's part number;

Model number or National Stock Number (NSN); and

Quantity, unit price, and total cost of each item shipped.

The name of the cardholder or government employee/purchaser and the agency name shall appear in all "ship-to" address blocks of packing slips and invoices.

Reliability:

Contractor must maintain a 98 percent on-time delivery record. On a rolling 90 day basis, delivery must occur within the required timeframes for at least 98 percent of orders placed during the period.

The 98 percent on-time delivery baseline will not include any items for which the Contractor has notified the customer of stock outages or delivery problems at time of order placement.

Damage Goods

Damage products are the Contractors' responsibility and liability. If ordered items are received in damaged condition, Contractor must replace items within 3 business days after receipt of notification of damage at Contractor's expense. The delivery of replaced items must adhere to the delivery timeframes specified in the original order.

Contractor must provide a returned merchandise authorization (RMA) and prepaid shipping label with each replacement order. The cardholder or government employee/purchaser will document damage on shipping documents.